

C12 Waive competitive procurement requirements in Administrative Policy 6-101, *Shasta County Contracts Manual*, and Shasta County Code Section 3.04.020 on the basis of an urgency to prevent loss or damage to property and approve the purchase of one permanent emergency generator for the "CSA No. 3-Castella Intake Replacement Project," Contract No. 610956, from Bay City Electric Works.

STAFF REPORT

BOARD MEETING DATE: May 27, 2025

CATEGORY: Consent Calendar 12

SUBJECT: Waive competitive procurement requirements in Administrative Policy 6-101, *Shasta County Contracts Manual*, and Shasta County Code Section 3.04.020 on the basis of an urgency to prevent loss or damage to property and approve the purchase of one permanent emergency generator for the “CSA No. 3-Castella Intake Replacement Project,” Contract No. 610956, from Bay City Electric Works.

DEPARTMENT: Public Works

SUPERVISORIAL DISTRICT #: District 4

DEPARTMENT CONTACT: Shawn Ankeny, Principal Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Troy Bartolomei, Public Works Director

<u>Vote Required?</u>	<u>General Fund Impact?</u>
Simple Majority Vote	General Fund Impact

RECOMMENDATION

Waive competitive procurement requirements in Administrative Policy 6-101, *Shasta County Contracts Manual*, and Shasta County Code Section 3.04.020 on the basis of an urgency to prevent loss or damage to property and approve the purchase of one permanent emergency generator for the “CSA No. 3-Castella Intake Replacement Project,” Contract No. 610956, from Bay City Electric Works in an amount not to exceed \$72,646.

DISCUSSION

On January 11, 2024, the County received a grant from the California Department of Water Resources in the amount of \$1,650,000 for construction of the CSA No 3-Castella Intake Replacement Project. Improvements include installation of an emergency generator. Due to long lead times on the generator delivery, pre-purchasing the generator is recommended. Informal bids were solicited from four vendors. Three bids were received. Bay City Electric Works, Valley Power Systems, and Peterson Power Systems provided bids. Staff recommends award and approval of the purchase of one permanent emergency generator for the CSA No. 3-Castella Intake Replacement Project from Bay City Electric Works in an amount not to exceed \$72,646.

ALTERNATIVES

The Board may decline or postpone purchasing the emergency generator. This would likely prevent the generator from being delivered and installed prior to expiration of the grant funding. The generator will provide emergency backup power during outages.

OTHER AGENCY INVOLVEMENT

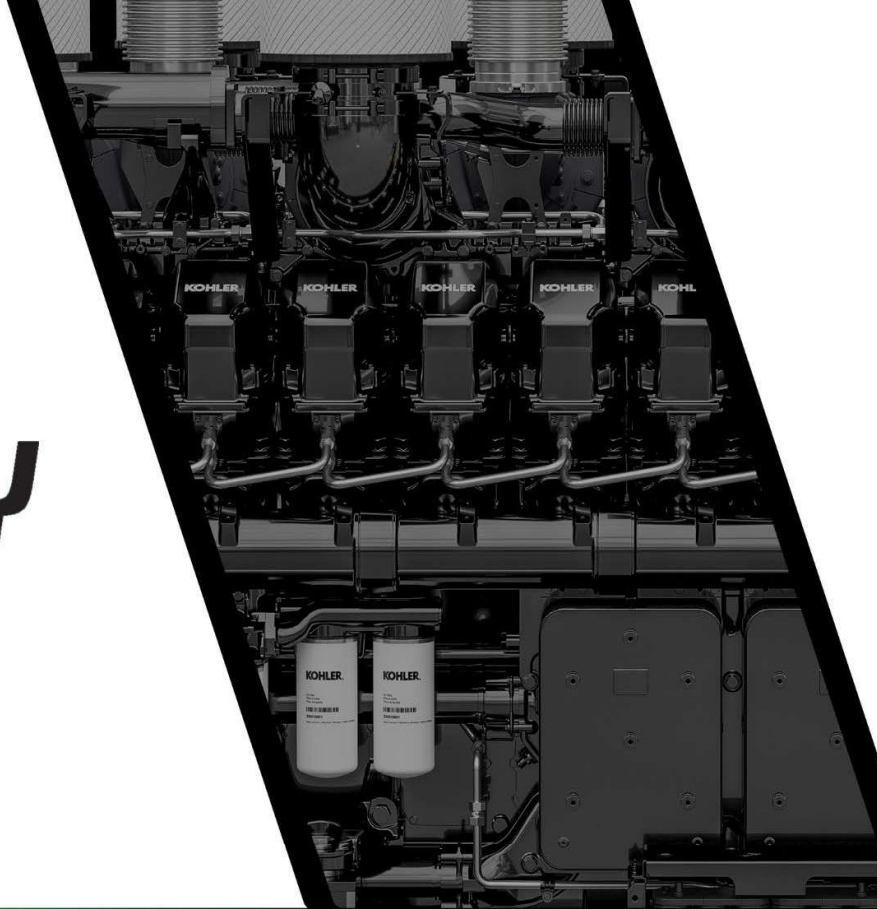
County Purchasing supports the purchase. The recommendation has been approved by County Counsel as to form. The recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The total estimated cost of the project is \$1,650,000, including design, construction, project administration, and contingency. The State of California Small Community Drought Relief Program will cover the total cost of the project. Sufficient appropriations for the purchase are included in the Fiscal Year 2024-25 CSA 3 Castella Admin Budget. The CSA may be in a negative cash position for periods of time while awaiting reimbursement from the State of California. The Board has provided prior approval for the CSA to be in a negative cash position during the term of the project.

ATTACHMENTS:

- 1: Informal Bids Received
- 2: Generator Purchase Requisition



Power Systems Quotation

**Job Name: Shasta County CSA No. 3
Castella Intake Replacement**

Job #: B03424

Date: 5/7/2025

Sales Executive: Rob Matthew
Mobile: (925) 290-9422
Email: rmatthew@bcew.com

Inside Sales: Cerra Hunting
Mobile: (209) 843-3037
Email: chunting@bcew.com

Bay City Electric Works is pleased to offer the following generator system for your use on the referenced project. This proposal includes the equipment and testing shown on your partial single line E1.2 and specification sections 263213.14 & 263600. The following clarifications, technical exceptions and/or exclusions are noted:

263213.14

- Section 1.9.C – 5-year Warranty is from date of startup, there is no warranty available from date of Substantial Completion.
- Section 2.4.B – Fuel, initial fuel fill, and fuel for testing are excluded.
- Section 2.9.D,E,F,G,H – Generator enclosure is too small to fit our factory enclosure electrical package, if required it will need to be supplied and installed by contractor or others.
- Section 2.10.A – Providing factory standard integral vibration isolators.
- Section 3.6.C.1.b.1 – Providing factory standard testing.

263600

- Section 1.8.B.1 – 2-year Warranty is from date of startup, there is no warranty available from date of Substantial Completion.
- Section 2.3.D – Function would require a non-automatic transfer switch.
- Section 3.3.B.2.a, 3.3.B.3, 3.3.B.4 – Providing factory standard testing.

Major system components include:

One (1) UL2200 Listed Rehlko model 80REOZJF Tier 3 diesel-powered generator set, rated for standby duty at 80 KW, 0.8 PF, 100 KVA, 120/240 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with _ gallon subbase diesel fuel tank rated for 48 hours at full load].

One (1) Rehlko Model KCS Automatic Transfer Switch, rated at 200 amps, 240 volt, 3 phase, 4 wire, 3 pole, solid neutral in Nema 3R cabinet for outdoor mounting.

Equipment price is\$58,135.00 (Tax Not Included)
Current Tariff Fee (Pass-Through) amount is.....+\$3,200.00 (Tax Not Included)
Current Tariff + Equipment total price is.....\$61,335.00 (Tax Not Included)

We reserve the right to adjust the Tariff Fee (Pass-Through) amount as the global economic situation changes affecting certain materials/components. These are passed through to BCEW from its manufacturer(s) and will be invoiced as incurred. Again, these will be handled as a direct ‘Pass-Through’ fee.

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. We cannot be responsible for limited access at site. We are bidding to the limited information on the contract documents. Additional charges may be required at time of delivery for surveying or re-consigning. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

AQMD/APCD (Emissions) Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless otherwise specified. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Rehiko limited generator warranty, effective from date of startup, for:
5 years or 3000 hours (whichever occurs first) as published in Rehiko Brochure.

Limited ATS warranty, effective from date of startup, for:
2 years.

Quotation Notes:

1. Applicable taxes are not included.
2. 3% fee will be added to any payments made by credit card.
3. The kW output listed on this quote letter is at **rated conditions** unless stated otherwise. Actual output may vary by site conditions including temperature and elevation. Please check with your Salesperson for any potential deration due to site conditions or specifications.
4. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
5. Any additional equipment required because of the local Air Quality permit application will be quoted separately. Air quality requirements are ever-changing and vary based on various factors including jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end user's responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.

Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.

6. Generators installed on or after January 1st, 2013, in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp (approximately 125kW). If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote, please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."
7. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr." which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarten-12th grade

school and there is not a price for a PM Filter on this quote, please contact your salesperson immediately.

8. Some local Authority Having Jurisdiction (AHJ's) will require field inspections, additional testing, interconnection with a Fire Alarm system or Building Management System (BMS), or functional verification for particular components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover all potential testing that may be requested by AHJ's. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Testing/inspection often requires attendance by a BCEW technician but in certain instances it may. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.
9. Some Fire Marshalls have requested/required the fuel tank Emergency vents to be extended to 12' above grade (along with the normal atmospheric vent). Nothing has been provided to us to show that any code anywhere specifies the extension of the emergency vents. Kohler does not offer emergency vent extensions and neither does BCEW. If they are required, the vent extension and any related support/bracing shall be by others unless specifically called out in our quote above.
10. All supplied fuel tanks will be certified UL142 unless specifically noted UL2085. UL142 tanks are NOT fire-rated or ballistic-rated.
11. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others and are not included in this proposal.
12. Protective device calibration, testing (NETA) and setting of protective relays and circuit breaker trip units are the responsibility of others and not included in this proposal.
13. Fuel, initial fuel fill and fuel for testing is excluded.
14. Special lugs are not included unless specifically identified in this proposal. You will receive the standard lugs for the provided breakers.
15. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
16. **Quotation is valid for 30 Days**. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date.
17. We reserve the right to adjust the Tariff Fee (Pass-Through) amount as the global economic situation changes affecting certain materials/components. These are passed through to BCEW from its manufacturer(s) and will be invoiced as incurred. Again, these will be handled as a direct 'Pass-Through' fee.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced on the date of shipment from the factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month will be assessed on unpaid balances if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges will be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
 - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Rehiko paralleling switchgear is on order as soon as submittals are requested).
 - c. 50% of total order price if cancelled less than 60 days prior to scheduled shipment date.
 - d. 100% of total order price if cancelled after the equipment ships from the manufacturing plant.

Lead Times:

1. Most submittals are available can typically be provided within 10-15 business days from receipt of a written Hold for Submittal Approval (HFSA) Purchase Order. Custom drawings require 15-20 business days minimum. Paralleling Switchgear Submittals require a minimum of 6-8 weeks. Third-Party Submittals often require a minimum of 1-2 weeks, thereby delaying the complete Submittal Package accordingly.
2. Current factory lead time for the generator is 17-19 weeks from written release for production. Lead times are estimated at time of quote and may vary at time of order.
3. Current factory lead time for the Automatic Transfer Switch is 14-16 weeks from written release for production.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order #: _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

REHLKO GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com



Quotation

Peterson Power Systems

2828 Teagarden St.
San Leandro, CA 94577
Phone: 800-963-6446

Quote #: Q-01209-1
Date: 5/8/2025
Expires On: 5/19/2025

Job Name	Castella Intake Replacement 80kW
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SALESPERSON	MOBILE PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Konstantin Rehbein	+1 5104214288	kprehbein@petersonpower.com	Ship	Net 30

C4.4 80kW 240V Delta SAE 48hr tank

QTY	DESCRIPTION
1	EPA STATIONARY EMERGENCY
1	60HZ 3PH 240/120V VOP606
1	STANDBY POWER
1	60 Hz, 80 kW
1	D80-8 60HZ 240V.
1	UL 2200 LISTED PACKAGE GEN SET
1	IBC_SEISMIC CERT OF COMPLIANCE
1	ALT SPACE HEATER
1	105C TEMP RISE OVER 40C AMB
1	PERMANENT MAGNET EXCITATION
1	SKID WITH FUEL TANK
1	FUEL SUB-BASE TANK 394 GALLON
1	OVERFILL PREV & DROP TUBE 48HR
1	NO TANKS RISER
1	STANDARD VENT PIPE 12ft EXTENS
1	Fuel Level Alarms / SD
1	L2 SOUND ATTENUATED (B)
1	CAT WHITE
1	GCCP1.2 CONTROL PANEL
1	STANDARD BATTERY
1	NFPA BATT CHARGER UL10A 120VAC
1	JACKET WATER HEATER
1	EXTERNAL EMERGENCY STOP
1	OIL TEMP GAUGE AND SENDER
1	SEISMIC VIBRATION ISOLATOR (C)

QTY	DESCRIPTION
1	GFCI AC RECEPTACLE & WIRING
1	SINGLE CIRCUIT BREAKER
1	250A LSI 100% RATED BREAKER
1	AUXILIARY CONTACTS
1	ENCLOSURE SILENCER
1	REMOTE E-STOP BUTTON
1	PRODUCT LINK 4G LTE TELEMATICS
1	REMOTE ANNUNCIATOR (GCCP)
1	Cat outdoor enclosure – Sound Attenuated, Weather Protected Sound Level Rated at 80 dBA @23' Color: White
1	Base Tank – UL 142 type 378 useable gallons, 58 hours run time at 100% load
1	CAT Extended Service Coverage - 1 year Maintenance Service - 6month inspection and 1 year annual service with load bank test
C4.4 80kW 240V Delta SAE 48hr tank TOTAL:	USD 73,013.00

CAT ATS CG 200A

QTY	DESCRIPTION
1	TRUONE CG CONTROLLER
1	DELAYED TRANSITION
1	STANDARD - NO BYPASS
1	NEMA 3R 30A - 260A
1	200 AMPS
1	MECHANICAL LUGS - STANDARD
1	208 - 480V; 50/60Hz
1	THREE PHASE
1	SWITCHED NEUTRAL (4 POLE)
1	CONTACTOR
1	TRUONE 6-#6-250M CABLES
1	MODBUS RTU + 2 IO
1	2 NO and 2 NC
CAT ATS CG 200A TOTAL:	USD 5,819.00

Start Up & Testing

QTY	DESCRIPTION
1	<p>Site Commissioning</p> <p>Genset start-up, testing and commissioning services</p> <p>ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge.</p> <p>Performed during regular business hours - 7:30AM - 3:30PM</p> <p>Standard start up includes: fuel alarm setup, interconnect wiring verification</p> <p>2 hour, 1.0 PF Load Bank Test w/50' cable standard length</p> <p>Fuel provided by others.</p>
1	Fuel tank pressure tested w/Fire Marshall during regular business hours
1	<p>Training</p> <p>2 Hours On Site Session w/ Owner's Representatives During Regular Business Hours as Referenced</p>
Start Up & Testing TOTAL:	USD 0.00

PROJECT TOTAL: USD 78,832.00

Notes

Pricing based on Q1 , 2025 delivery. Add 1% escalation per month for later delivery estimate.

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Notes(N), Deviations (D), Exceptions (E)

(N) Quote based on Specifications 263213.14 dated 8/25/2022

263213.14 - Diesel Engine Generators

(D) 2.2.E.1 - Sound rated to 80 dBA at 23ft

(E) 2.9.G. - Enclosure interior lights not provided

(N) Automatic Transfer Switches (ATS) are not service entrance rated

(N) Fuel not included

(N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required

(E) Take exception to Anchor and Pad calculations by others

(E) Take exception to sound, harmonics, emissions, infrared, NETA and 3rd party testing

Payment Terms

Order subject to approval. 35% due at submittal, 60% due at delivery of Equipment, and 5% due at completion of startup and commissioning of Equipment or 180 days after the Equipment is delivered (whichever comes first). Payment due Net 30 days from the date of invoice.

Submittal Availability: Estimated 4 - 6 weeks.

Generator Equipment Availability: Estimated weeks after submittal approval 26 - 28 weeks

Estimated size of generator, enclosure, and fuel tank assembly = 136" L x 44" W x 106" H

Estimated weight of assembled generator, enclosure, and fuel tank = 5,000 lbs
Freight FOB Jobsite
Offloading, crane, rigging, and installation by others.

Terms & Conditions

** This Quote / Proposal is subject to the Peterson

<https://petersoncrm.my.salesforce.com/sfc/p/#8a000001QaWR/a/8a000000ASIf/DU2OrnHdW1QLZA4K3ZywIJgutKiul120u9dCyf>

and

<https://petersoncrm.my.salesforce.com/sfc/p/8a000001QaWR/a/8a000000ASla/Sr8FLHw4RYeRagz8QkZl3yxQP8j7nbkKfGOZh.k>

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

Purchase Order#

THANK YOU FOR YOUR BUSINESS!

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing. Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programing and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.

Peterson Power Systems, Inc. Standard Sales Terms and Conditions

1. Conditions. These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

2. Quote Term, Scope: The Quote is valid for 30 days from date of issue. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.

3. Order and Delivery of Equipment. Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.

4. Customer's Obligations. Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.

5. Cancellation; Charges. If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days		Cancellation Schedule	Cancellation Charge
From	To	Percent of Order	
Order	15 ARO	5	
16 ARO	30 ARO	10	
31 ARO	60 ARO	20	
61 ARO	91 before RTS	70	
90 before RTS	On/after RTS	90	

ARO – After receipt of order, RTS – Ready to ship

6. Pricing: Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

7. Taxes: Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the Equipment, any tariff(s) Peterson is required to pay for the Equipment, and any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, import tariffs, duties and charges of any kind imposed by any federal, state or local governmental entity, and any changes to such taxes or tariffs that occur after the Agreement execution date (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.

8. Freight: Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.

9. Title, Risk of Loss: Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

10. Inspection and Acceptance: Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a

commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

11. Payment Terms, Credit, Retainage: For Customers with an open credit account with Peterson, payment terms are 35% at submittal, 60% at delivery of Equipment, and 5% at completion of startup and commissioning of Equipment or 180 days after the Equipment is delivered (whichever comes first), unless otherwise stated in the proposal. Payment due Net 30 days from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.

12. Invoice, Fees and Expenses: Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.

13. Bonds: Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.

14. Permits, Fees, & Licenses: Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.

15. Temporary Storage of Equipment Purchase: Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

16. Training, Startup Services, Installation: Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust

system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.

17. Warranties:

(a) Equipment. For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this Section 17(a), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.

(b) Extended Protection or Coverage. Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.

(c) Disclaimer of Warranties. Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.

18. Limitation on Warranties: Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of

improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19. Limitation of Liability:

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20. Indemnification: Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21. Force Majeure: Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22. Privacy Statement: Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23. Entire Agreement: This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

25. Severability: If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

26. Counterparts: This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

27. Assignment: Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement

or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.

28. No Waiver: A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

29. Relationship of the Parties: No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.

30. Construction: Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.

31. No Third Party Beneficiaries: Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.

32. Attorneys' Fees, Enforcement Costs and Expenses: If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.

33. Governing Law, Venue:

(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this

Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.

(b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.

34. Survival: Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.

35. Non-Solicitation:

During the term of this Agreement and for one (1) year thereafter, Customer will not, except with the prior written consent of Peterson, directly or indirectly, solicit or encourage the solicitation of any person who is, or was within a six (6) month period prior to such solicitation, an employee of Peterson or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. In the event of a breach of this Section by Customer, along with any other remedy at law, Peterson shall be entitled to full financial damages to be determined by Peterson in its sole discretion.

Rev. 03.21.2025



May 6, 2025

Quote No. Q122069-BN

Bryan Gentles, P.E.
ASSOCIATE ENGINEER
PACE Engineering, Inc.
www.PaceEngineering.us
5155 Venture Parkway, Redding, CA
96002 Ph: 530.244.0202



Reference: Shasta County on the Castella Intake Project

Valley Power Systems, Inc. is pleased to offer the following Generator Set for your use on the above referenced project. This proposal is based on our review and interpretation of 263213, 263600 & E1.2 ONLY. We are offering the manufacturers standard equipment that meets the intent of the specification. Exception taken to anything not included within this quote.

Major system components include:

One (1) Blue Star model PD80-01 generator set, rated standby duty at 80kW, 120/240V 3 Phase, 60 Hertz, 1800 RPM.

Blue Star limited generator warranty, effective from date of startup, for:
5 Year / 3000 Hour Limited Warranty as published in Blue Star Brochure.

Jobsite installation inspection, initial startup, and initiation of warranty, by a certified field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel will be accomplished at the time of startup.

System Price: FOB Factory, freight is included in this quotation. Freight will be prepaid and billed at time of Shipment. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

PD80-01 Genset price is \$ 79,679.00 (Sales Tax is Not Included)

ASCO 260A ATS price is \$ 8,335.00 (Sales Tax is Not Included)

Optional Adder for Genset factory test with witness..... \$4,250.00 (Sales Tax is Not Included)

Witness testing is a two hour standard load test at the factory. Airfare, hotel and meals not included and to be paid for by the individual traveling

PD80-01 Genset BOM

Unit Model	PD80-01	Standby / Prime	Emergency Stationary Standby
kW Rating	80kW	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	Gray

Valley

Engine Model: Perkins 1104D-E44TAG2 80kW Standby Power Rating at 1800 RPM Governor - Electronic Isochronous

Voltage: 240/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford UCI274C 12 Lead Wired 240V 3 Phase Delta 125°C Rise Over 40°C Ambient

Voltage Regulator: Stamford AS440 Automatic Voltage Regulator

Generator Space Heater: Generator Anti-Condensation Heater 90W 120VAC Wired to Terminal

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller Mounted Facing Left from Generator End (Unless Specified Otherwise) Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options:

Ground Fault Indication set up on the Deep Sea Controller

Ship Loose Remote Emergency Stop w/ Plastic Safety Guard and Metal Engraved Nameplate "GENERATOR EMERGENCY SHUTDOWN"

Voltage Adjust Rheostat (Switch) - Panel Mounted

Low Water Level Sensor with Shutdown

Control Panel Battery Disconnect Switch

Deep Sea DSE890 MKII Webnet Gateway 4G

Deep Sea DSE2157 Digital Relay Output Module

Unit Color: Gray

Enclosure: Level 3 (Sound Attenuated Enclosure) Powder Coated 14 Gauge Steel Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood Pitched Roof for Increased Structural Integrity and Improved Watershed Punched Intake with Baffle and Punched Exhaust Openings Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF) Formed Steel Base with Mounting and Lifting Holes Includes Vibration Mounts to Isolate Unit from Base Rail with 40kW Thermostatically controlled Enclosure space heater (will void UL2200)

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood

Exterior Enclosure Mounted (recessed) Push Button E-Stop.

(2) Interior AC Lights Mounted and Wired with Switch

(2) Interior DC Lights Mounted and Wired with Timer Switch

Gravity Exhaust Louver Mounted

Load Distribution Center for Single Point Accessory Wiring

Motorized Intake Louver (Power Close/Spring Open) Mounted and Wired

20A GFCI Duplex Receptacle Unit Mounted (Wired to Utility)

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 250 Amp 100% Rated 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Air Restrictor Indicator: Installed in Air Filtration System

Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine

Battery: 12 Volt System with Rack and Cables with Hard Plastic Single Battery Box and warming pad

Battery Charger: DSE 12 Volt 10 Amp Mounted and Wired to Terminal

Fuel Tank: 48 Hour / 500 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment Standard Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing

CA Code Fuel Tank:

- Hazmat Labeling.

- Wire fuel alarms (95% High, 50% Low, and Leak) to controller.

- 4" NPT Fuel Fill Fitting for OPV.

- OPV with Fill down Tube

- 5 Gallon Spill/Fill Box.

- 12 ft. extensions – shipped loose.

- Extend Tank Length."

Factory Test: Standard Commercial Testing with Additional 2 Hours of Load

Customer Specified Load Step Requirements

Includes: Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF

Owner's Manual: Print Copy (Qty 3)

Warranty: 5 Year / 3000 Hour Limited

(3) Certified Copies of Factory Test Report

Seismic Category D

One (1) Year Maintenance Contract. Two (2) Visits per Spec.

ASCO 260A ATS BOM

#1	ATS	AMPS: 0260	QTY: 1
Product	: Series 300	Catalog Number	: J03ATSA20260FGXM,1UP,11BE 18RX,44G,72EE,125A
Service Voltage / Hz	: 240V/60Hz	Optional Accessories	: 1UP,11BE,18RX,44G,72EE 125A Activate 31Z
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Open Transition Transfer Switch
No. of Switched Poles: 2	: 2	Neutral Configuration	: Solid [A]
Frame = J, Switch Rating =	: 0260, Series = 300	No. of Cables & Lug Size	: 1, #4 AWG to 600 MCM or (2) 1/0 AWG to 250 MCM
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure	Service	: Single Phase, 3-wire
Extended Warranty	: 5 Years - Included	Markings	:
Shipping to Zip Code	: 96017	Included	
Start Up Price to Zip Code	: 96017	Included	
Estimated Shipment Period:	:	12 - 14 Week(s) (after final approval and release to Manufacturer)	

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	1UP	UPS backup power for controller to run for up to approximately 3 minutes without AC power
2	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
3	18RX	REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)
4	31Z	Load disconnect contacts, with time delay which operate before/after transfer
5	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
6	72EE	Quad - Ethernet Module with AES - 128 bit with encryption and (4) RJ - 45s, includes 11BE feature bundle
7	125A	Seismic

Notes:

This quote is based on drawing E1.2 printed on 05.05.25 (90% draft) and specification 263600 dated 07.11.2022.

Par 1.8 - Warranty begins on date of shipment from the ASCO factory. Exception taken to warranty beginning on date of substantial completion. An optional extended warranty is offered as a separate line item for consideration.

Par 2.1.L - ATS is provided solid neutral. If another configuration is required, contact ASCO.

Par 2.3.B.6 - Exception taken. Standard mechanical-type lugs will be provided rather than compression-type lugs.

Par 2.3.G.9 - Override switch to allow ATS to remain on emergency EXCEPT ATS will automatically retransfer if emergency fails and normal is available (Feature 6DL) and is user configurable in the Group G Controller.

Par 3.1-3.3 - Exception, by others.

Par 3.4 - ATS Start-Up as quoted is based on standard startup service/training being provided in one trip, Mon-Fri, 8AM-5PM. Startup is quoted as a package price to be invoiced when the transfer switch ships & payable net 30 days from invoice. This price is valid only at time of order. If additional hours / site visits are required due to circumstances beyond ASCO's control, we will require additional purchase orders based on time and material at the current APSI labor rates. A 2-week minimum prior scheduling notification is required.

For dimensions and additional information, see ASCO Outline Drawing 1001393-024 (NEMA 3R).

The Wiring Diagrams provided are preliminary. A Hold for Approval order is required to produce engineered wiring diagrams and outline drawings.

ATS was upsized from 200A (10ka) to 260A (42kA) to achieve a higher withstand rating.

260A ATS - The Withstand Rating at 480V is 42kA when coordinated with any breaker capable of clearing a fault current in 0.05 sec or less (time-based rating) and 50kA when coordinated with specific breakers (Series Rating).

Exceptions or Options;

1. **Quoted prices are subject to change due to potential tariff surcharges. Such charges may be applied without advance notice based on government action.**
2. Exception taken to Shaker Table Testing and OSHPD Certification requirements: Providing Genset that is Seismic Certified to IBC 2021 and ASCE/SEI 7-16 with Supplement 1. Design loads have been evaluated for seismic design categories A, B, and C; assuming site classification D and a seismic importance factor of 1.5. Care was taken regarding global stability of the generator units; based on calculations it was determined that there does not exist a concern for overturning of any units included as part of the evaluation.
3. Exception taken to all NETA Testing requirements. We will provide Genset testing as described below.
4. It is customer's responsibility to verify quoted materials and services meet specifications, drawing requirements and codes. Exception taken to anything not included in this proposal.
5. We reserve the right to re-quote due to clerical errors.
6. Applicable Taxes and Freight have not been included.
7. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
8. Radiator duct/plenum IS BY OTHERS
9. All fuel piping, wiring and limit switches to and from engine to the day tank and other fuel source is By Others.
10. Thermal blanket of the muffler and exhaust pipe is By Others.
11. Fuel is **NOT** included in our offer.
12. Off-loading, installation, anchoring, anchor bolts and wiring of the generator and other loose parts are By Others.
13. No power lugs are included unless they are a manufacturer's standard

Start-Up Testing & Training: Jobsite installation inspection, initial start-up and initiation of warranty by a Valley Power Systems field technician. Testing utilizing **Building Load** is included in this quotation. Genset fuel required to be supplied by others. This quotation provides for one (1) job-site visit that includes one two (2) hour Building load test. Training for the facility operating personnel will be provided during startup visit. Any additional job-site visits for training or additional load tests are not included in this quotation. Field-testing scheduled by the customer for non-standard hours, i.e., weekends, nights or holidays are subject to additional charges.

Genset Delivery: Current **ESTIMATED** factory lead-time is **36 to 38** weeks from factory order date after release for production, plus 1 week for shipment to the jobsite. **ESTIMATED** factory lead times are after receipt of approved purchase order and approved submittals. Time for processing Purchase Order or pending submittal approval not included in lead-time. Lead-Time dates are subject to manufacturers change due to product availability and should not be considered a "promise" delivery date.

Lead-times are based off current inventory levels, which are subject to change due to global supply-chain issues. Please note that lead-times found on proposals may change and are not finalized once an order is placed.

Genset Delivery: Current **ESTIMATED** factory lead-time is **12 to 14** weeks from factory order date after release for production, plus 1 week for shipment to the jobsite. **ESTIMATED** factory lead times are after receipt of approved purchase order and approved submittals. Time for processing Purchase Order or pending submittal approval not included in lead-time. Lead-Time dates are subject to manufacturers change due to product availability and should not be considered a "promise" delivery date.

Valley

Lead-times are based off current inventory levels, which are subject to change due to global supply-chain issues. Please note that lead-times found on proposals may change and are not finalized once an order is placed.

Permits: A.P.C.D, SCAQMD or other Air Quality District or Building Permits fees and compliance are excluded. Due to the generator location the governing Air Quality District may require a health risk study. The cost for this study and any additional emission equipment required due to the study are excluded. It is the customer or end users responsibility to file and secure all permits and licenses pertaining to the Air Quality Management District or the local ruling agency for the installation and operation of this equipment. All permits must be secured prior to installation of the equipment. Delays of acceptance or cancellation of orders due to insufficient permitting may result in storage or other fees up to 100% of the contract price.

Installation: Valley Power Systems, Inc. is a supplier of equipment and does not include any Installation, Anchoring, Initial Fuel Fill, Fuel Testing or Major System Testing unless otherwise specified in the Bill of Materials. Depending on final height of installed Genset, a personal platform to access the control panel may be required to meet NEC codes. Platform not included in this proposal.

Shipment: FOB Factory, freight is included in this quotation. Unless otherwise specified, all risk of loss from the goods shall shift to the Buyer at such time as the goods are delivered to a carrier for shipment to Buyer.

Start-up Testing: It is strongly recommended that start-up of the equipment be performed within six (6) months from the date of delivery from the factory. If maintenance or service must be performed in order to bring the equipment up to new conditions as a result of the equipment being idle for more than six (6) months, all maintenance, parts, labor and other associated costs will be the responsibility of the owner. Warranty coverage for prolonged storage longer than (6) six months will impact the warranty coverage provided by the respective manufacturer(s). After (6) months warranty coverage will begin from the factory ship date and VPSI Startup will need to be re-quoted. If startup is not scheduled within eighteen (18) months from date of delivery the customer forfeits all startup fees.

Escalation: Prices are firm for 30 days, subject to acceptance of our quotation within 30 days. Price could escalate up to 6% for delays due to customer circumstances after 30 days from the date of this proposal based on a possible Factory Price Increase.

Venting: Any special tank venting, as may be required, is not included in our proposal. If the specifics of venting have been determined, please provide details and we will quote accordingly.

Lugging: Lugs on transfer switches, switchgear and circuit breakers will be per manufacturer's standard. No credit is allowed for unused lugs, unless we propose (in writing) to furnish special lugs at a price.

Payment Terms & Price: The terms are based on cash paid at time of shipment from the sellers' plant to the purchaser unless prior arrangements have been approved. Seller reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. Valley Power Systems Inc. is a supplier of equipment, not a subcontractor, and as such, does not allow or accept retentions. The price on this quote is based on acceptance of Valley's Terms and Conditions of Sale which are incorporated herein by reference. Any conflicting or additional terms may result in an increased price.

Cancellation: Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on our actual costs and penalties incurred.

Conformity: The information upon which this quote is based was per your verbal request, and may or may not conform to complete plans. Valley Power Systems Inc. scope of supply is strictly limited to the equipment as described in this quotation.

We follow all state and federal laws. Company policy requires that we file pre-lien notices. We also will file stop notices or the prerequisite notice on payment bonds if payment for items purchased are not paid according to their terms or before the expiration of time allowed by California Civil Code. This proposal is subject to the terms and conditions stated herein and on the attached page.

Valley

Robert (Bob) Nehlsen

R. A. Nehlsen

Product Manager/Sales Engineer

Power Generation Group

Valley Power Systems, Inc

(909) 210-2250

bob.nehlsen@valleypsi.com



BLUE STAR
Power Systems Inc.

VALLEY POWER SYSTEMS, INC. AND SUBSIDIARIES

TERMS AND CONDITIONS OF SALE

PROJECT: _____

Acceptance of this Proposal by _____ (hereinafter referred to as "Buyer") shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this Proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Valley Power Systems, Inc. and/or any of its parents, affiliates, or subsidiaries (hereinafter referred to as "Valley") to commence work for the above referenced Project.

1.Payment terms are cash paid prior to shipment to Buyer unless prior arrangements have been made with Valley's credit department. Valley reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. No provision of this agreement shall serve to void Valley's entitlement to payment for properly performed work or suitably stored materials or to require Valley to continue performance if payments are not made. Valley shall have the right to file a lien or claim on its behalf in the event that any payment to Valley is not timely made. Valley is a supplier of equipment not a subcontractor, and as such, does not allow or accept retentions.

2.All sums not paid when due shall bear an interest rate of 1-1/2 percent per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.

3.No back-charges or claim of the Buyer for services shall be valid except by an agreement in writing by Valley before the work is executed, except in the case of Valley's failure to meet any requirement of the Proposal work. In such event, the Buyer shall notify Valley of such default, in writing, and allow Valley reasonable time to correct any deficiency before incurring any cost chargeable to Valley.

4.Buyer is to prepare all work areas so as to be acceptable for Valley's work under the Contract. Valley will not be called upon to start work until sufficient areas are ready to insure continued work. If Valley is performing work outside any Valley facility, the Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Valley.

5.Valley shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Contract. Valley shall not be responsible for delays or defaults where occasioned by any causes of any kind that extend beyond its control including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Valley shall be entitled to equitable adjustment in the Contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not Valley's responsibility and to time extensions for unavoidable delays. Buyer shall make no demand for liquidated damages of any kind.

6.Valley's workmanship is guaranteed for a period of six months from the date of delivery to Buyer, unless otherwise expressly required by the California Air Resources Board. New or remanufactured parts, materials, or equipment are warranted only to the extent of the warranty furnished by the manufacturer of such parts, materials or equipment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The

Valley

exclusive remedy shall be that Valley shall replace or repair any part of its work that is found to be defective. Valley shall not be responsible for damage or defect caused by abuse, modifications not executed by Valley, improper or insufficient maintenance, improper operation or normal wear, tear and usage. Valley's sole obligation under this warranty is to correct any defects as provided herein. The liability of Valley arising out of such defects shall not in any case exceed the cost of correcting such defects in accordance with this warranty, or the Contract amount, whichever is less, and shall not include any transportation charges, owner's labor or materials (except as authorized in writing in advance), loss of profits or revenue, or any direct or indirect consequential damages of any kind. Warranty on parts and material is limited to the terms and conditions of the respective manufacturer's written warranty statement.

7. Work called for herein is to be performed during Valley's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

8. Buyer shall, if the Owner does not, purchase and maintain all insurance upon full value of the entire Contract and/or materials delivered to the jobsite, which shall include the interest of "Valley Power Systems Inc. and its Affiliates and Subsidiaries." At any time, Valley may request from Buyer a Certificate of Insurance verifying said insurance.

9. Valley shall indemnify and hold harmless Buyer, Owner, Architect or others from damages only to the extent such damages were caused by the sole negligence or willful omission of Valley or anyone for whose acts Valley is liable.

10. Buyer assumes all responsibility for ensuring goods or services purchased from Valley are suitable for and can be permitted for their intended use, unless otherwise expressly required by the California Air Resources Board or other regulatory agency. Buyer is responsible for securing all emissions or other permits required for operation.

11. By signing this agreement, the Buyer represents to Valley that the Buyer has complied with all applicable legal requirements regarding the competitive bidding of public works contracts, including but not limited to those contained in the California Public Contract Code.

12. Where there is a conflict between provisions of the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.

Customer or End User / Title

Date Signed

Printed Name

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Charleen Beard**

PURPOSE **Emergency Generator for CSA 3**

DATE REQUIRED BUDGET ACCT. NO.

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Bay City Electric Works		
ADDRESS	13625 Danielson St. Poway, CA 92064		
TELEPHONE	209-843-3037		
SUBMITTED BY	Cerra Hunting		
TERMS:			

ITEM	QUANTITY	UNIT	DESCRIPTION CATALOG NO., ETC.	ESTIMATED TOTAL COST	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
1	1	ea	Rehiko diesel-powered generator in enclosure and automatic transfer switch			\$58,135 00					
2	1	ea	Tariff Fee (Pass-Through)			\$3,200 00					
3			Possible change in Tariff Fee (Pass-Through)			\$6,400 00					
4											
5											
6											
7											
8				Subtotal		\$67,735					
9			CA Sales Tax 7.25%	Tax		\$4,911					
10				Total		\$72,646					

SUGGESTED VENDOR	Bay City Electric Works	SPECIAL INSTRUCTIONS:	FUNDS OK TO \$ _____	REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING
VENDOR ADDRESS	13625 Danielson St. Poway, CA 92064		CODING CHECKED _____	
REQUESTED BY:	Charleen Beard	DATE 05/12/25	ACCOUNT NUMBER	
APPROVED:		DATE 5/12/25	AMOUNT	
	SECTION SUPERVISOR		ITEM NUMBER	
APPROVED:		DATE 5/12/25	AMOUNT	
	DIRECTOR			